

# ITEL RAIL

August 31, 1983

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation as an additional filing under Recordation Number 8669, which was filed on January 21, 1977 at 2:30 P.M., four counterparts of the following document:

Amendment No. 2 and Agreement dated May 15, 1982 to the Conditional Sales Lease Contract which commenced April 15, 1977 between Itel Corporation and Union-Tidewater Financial Company, Inc.

The names and addresses of the parties to the aforementioned Amendment are:

1. Union-Tidewater Financial Company, Inc.  
207 East Redwood Street, P.O. Box 2373  
Baltimore, Maryland 21203
2. Itel Corporation, Rail Division  
55 Francisco, 7th Floor  
San Francisco, California 94133

Please ensure that this filing is indexed under the name of "Union-Tidewater Financial Company, Inc." in the Register of filings.

The equipment covered by this Amendment is one hundred ninety-nine (199) fifty foot six inch boxcars, A.A.R. mechanical designation XM, currently bearing the one hundred reporting marks in the series CCR 6500 - CCR 6599 and ninety-nine reporting marks from within the series NOPB 4300 - NOPB 4498.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

RECORDATION NO. 8669-2 FILED 1426

SEP 28 1983 -9 12 AM

INTERSTATE COMMERCE COMMISSION

55 Francisco  
San Francisco, California 94133  
(415) 955-9090  
Telex 34234

RECEIVED  
SEP 28 9 02 AM '83  
U.S.C.  
FEE OPERATION BR.

322714026

No.

Date SEP 28 1983

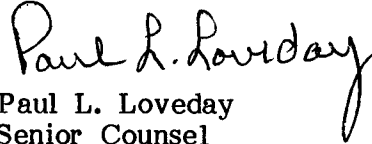
Fee \$ 10.00

ICC Washington, D. C.

Ms. Agatha Mergenovich, Secretary  
August , 1983  
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to Itel Rail, attention Ms. Linda Lawrence, at the above-listed address. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Paul L. Loveday". The signature is written in dark ink and is positioned above the printed name and title.

Paul L. Loveday  
Senior Counsel

/ma  
Enclosures

RECORDATION NO. 86674  
SEP 28 1983 - 9 10 AM  
INTERSTATE COMMERCE COMMISSION

## Amendment No. 2 and Agreement

This Amendment No. 2 and Agreement is dated as of May 15, 1982 by and between Union-Tidewater Financial Company, Inc., a Maryland Corporation, ("Lessor") and Itel Corporation, Rail Division, debtor and debtor in possession ("Lessee").

### RECITALS

- A. Lessor and SSI Rail Corp. (the predecessor in interest to Itel Corporation as debtor and debtor in possession) entered into a Conditional Sales Lease Contract No. 73-3-2, the term of which commenced April 15, 1977 and pursuant to which 200 boxcars (the "Boxcars") were financed. "Boxcars" and "Equipment" have the same meaning as used in the Conditional Sales Lease Contract and this Amendment No. 2 and Agreement.
- B. SSI Rail Corp. was merged into Itel Corporation as debtor on December 22, 1977.
- C. Lessor and Itel Corporation as debtor amended the Conditional Sales Lease Contract pursuant to Amendment No. 1 dated as of March 12, 1980.
- D. The Boxcar with reporting marks PW 276 was destroyed on February 26, 1980, leaving (upon payment to Lessor of the Casualty Value with respect to such Boxcar) 199 Boxcars subject to the Conditional Sales Lease Contract. Notwithstanding such destruction, Itel Corporation as debtor and Itel Corporation as debtor in possession continued to pay Rent on such Boxcar. Neither Itel Corporation as debtor nor Itel Corporation as debtor in possession has paid a casualty value to Lessor for such destruction.
- E. The "CSLC", the "Lease" and "Agreement of Lease" shall all mean the Conditional Sales Lease Contract as amended by Amendment No. 1 and Amendment No. 2 and Agreement.
- F. Upon confirmation of a plan of reorganization for Itel Corporation, debtor and debtor in possession (the "Plan of Reorganization") by the United States Bankruptcy Court, Northern District of California (the "Court"), all the assets, rights, obligations and liabilities of the Rail Division of Itel Corporation (including the rights and obligations of Itel Corporation as debtor and debtor in possession under the CSLC) shall be transferred to and assumed by Itel Rail Corporation.
- G. "Lessee" shall mean Itel Corporation, Rail Division as debtor and debtor in possession from the date that this Amendment No. 2 and Agreement is approved by the Court until the date that the Plan of Reorganization is confirmed by the Court. Upon confirmation of the Plan of Reorganization by the Court, Lessee shall mean Itel Rail Corporation.

Now, therefore, the parties agree as follows:

#### 1. Amendment of Payment Provisions

- (a) The Parties agree that the Original Cost of Equipment of each Boxcar

of a Plan of Reorganization for Itel Corporation as debtor in possession, and such consent shall not be required for any sale, assignment, or transfer of Itel Rail Corporation's interest in the CSLC if such sale, assignment or transfer arises pursuant to a merger into, consolidation with or transfer of all or substantially all of Itel Rail Corporation's assets to a purchaser, assignee or transferee which is a wholly owned subsidiary of Itel Rail Corporation, and provided further, however, that such subsidiary shall have fully assumed the Lessee's obligations under this CSLC. Effective upon (i) the confirmation of the Plan of Reorganization by the Court, and (ii) the assignment of the CSLC and the rights thereunder to Itel Rail Corporation and (iii) the assumption of the obligations under the CSLC by Itel Rail Corporation, Itel Corporation is hereby released from all obligations hereunder."

4. Amendment of Default Section

Section 8 of the CSLC is hereby amended to read in full as follows:

"8. DEFAULT: Any of the following events or conditions shall constitute an event of default hereunder:

(a) Non-payment of rent or any other amount due hereunder for ten (10) days after receipt by Lessee of written notice from Lessor that the same is overdue, or

(b) the Lessee's default in the performance of any covenant contained in this CSLC which is not cured within 30 days after Lessee's receipt of written notice from Lessor of such default, or

(c) the liquidation, dissolution or termination of existence of Lessee."

5. Payment of Casualty Values With Respect To Destroyed Boxcars

Initials:

CSJ  
EAS

Promptly upon approval of this Amendment No. 2 and Agreement by the Court, Lessee shall pay Lessor \$27,107.11 as a Casualty Value payment with respect to the destroyed Boxcar referred to in Recital D hereof. Rent shall cease to accrue with respect to such Boxcar on July 15, 1982.

6. Payment of January 15, 1982 Rent and Waiver of Default Remedies

Promptly upon approval of this Amendment No. 2 and Agreement by the Court, Lessee shall pay Lessor \$9,215.96 with respect to the Rent due on January 15, 1982 and the full amount due with respect to the April 15, 1982 Rent. Effective as of the date of approval of this Amendment No. 2 and Agreement by the Court, Lessor hereby waives all events of default and its rights with respect to such events of default occurring prior to such approval by the Court.

7. Assignment of Leases

(a) Promptly upon the approval of this Amendment No. 2 and Agreement by

the Court, Lessee shall assign to Lessor for security purposes Lessee's lease (solely with respect to the Boxcars) with the City of New Orleans doing business through the Public Belt Railroad Commission for the City of New Orleans as the New Orleans Public Belt Railroad ("NOPB") dated as of June 17, 1977 and shall cause such assignment to be perfected by filing such assignment with the Interstate Commerce Commission (the "ICC"). Said assignment shall be in the form of Exhibit B attached hereto.

(b) In the event that any Boxcar is leased to any entity other than NOPB during the period that payments are due to Lessor from Lessee pursuant to the CSLC, the Lease with respect to such Boxcar shall be assigned by Lessee to Lessor for security purposes pursuant to an assignment in the form of Exhibit B attached hereto. Lessee shall perfect such assignment by filing it with the Interstate Commerce Commission.

(c) Lessee shall provide to Lessor proof of all ICC filings with respect to the Boxcars.

8. Subject to Approval By Court

This Amendment No. 2 and Agreement is subject to and conditioned upon the approval thereof by the Court on or before July 31, 1982. If this Amendment No. 2 and Agreement is not approved by the Court on or before July 31, 1982, this Amendment No. 2 and Agreement shall be null and void. Lessee agrees to make all reasonable efforts to persuade the Court to approve this Amendment No. 2 and Agreement on or before July 31, 1982 and agrees promptly to commence such efforts.

9. Full Force and Effect

Except as amended hereby, all provisions of the CSLC shall remain in full force and effect.

10. Withdrawal of Claim

Lessor agrees to execute and deliver a Withdrawal of Proof of Claim in the form attached hereto as Exhibit C.

11. Release of Lessor by Lessee

Effective as of the date of approval of this Amendment No. 2 and Agreement by the Court, Lessee hereby releases Lessor from all claims it may have against Lessor with respect to recovery or refund of payments made by Lessee to Lessor on or before August 31, 1982 pursuant to the CSLC and hereby agrees that this Amendment No. 2 and Agreement will survive and not be affected by the confirmation of the Plan of Reorganization.

Initials:

Chm  
Eat

In witness whereof, the parties have caused this Amendment No. 2 and Agreement to be executed by duly authorized officers.

Itel Corporation, Rail Division  
as debtor in possession

by

title

date

E. J. McQuinn  
President  
7-29-82

Union-Tidewater Financial  
Company, Inc.

by

title

date

G. V. Shuttlesworth  
PRESIDENT  
July 22, 1982

STATE OF CALIFORNIA )

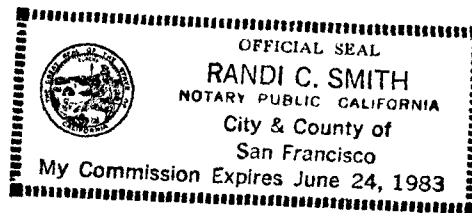
COUNTY OF SAN FRANCISCO )

ss:

On this 27<sup>th</sup> day of August, 1982, before me personally appeared Edward M. O'Dea to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Amendment No. 2 and Agreement was signed on behalf of said Corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rand C. Smith  
Notary Public

My Commission Expires:



STATE OF Maryland )

COUNTY OF Baltimore )

ss:

On this 23<sup>rd</sup> day of July, 1982, before me personally appeared C. H. Whittem, Jr. to me personally known, who being by me duly sworn says that such person is President of Union-Tidewater Financial Company, Inc., that the foregoing Amendment No. 2 and Agreement was signed on behalf of said Corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marian J. Rudell  
Notary Public

My Commission Expires:

July 1, 1986

**EXHIBIT A****Casualty Values**

<u>Rent Payment Date</u>	<u>Casualty Value as Percentage of Original Cost of Equipment</u>
1/15/82	85.1994
4/15/82	85.1851
7/15/82	85.1706
10/15/82	85.1558
1/15/83	85.1408
4/15/83	85.1259
7/15/83	85.1098
10/15/83	85.0939
1/15/84	85.0778
4/15/84	85.0613
7/15/84	85.0445
10/15/84	85.0274
1/15/85	85.0100
4/15/85	84.9923
7/15/85	84.9743
10/15/85	84.9559
1/15/86	83.3132
4/15/86	81.6406
7/15/86	79.9375
10/15/86	78.2034
1/15/87	76.4378
4/15/87	74.6400
7/15/87	72.8095
10/15/87	70.9456
1/15/88	69.0478
4/15/88	67.1155
7/15/88	65.1480
10/15/88	63.1446
1/15/89	61.1048
4/15/89	59.0279
7/15/89	56.9130
10/15/89	54.7598
1/15/90	52.5684
4/15/90	50.3350
7/15/90	48.0620
10/15/90	45.7476
1/15/91	43.3910
4/15/91	40.9916
7/15/91	38.5485
10/15/91	36.0608
1/15/92	33.5279
4/15/92	23.4489
7/15/92	22.1733
10/15/92	20.8744
1/15/93	19.5519
4/15/93	18.2052
7/15/93	16.8341
10/15/93	15.4380
1/15/94	14.0165
4/15/94	12.5690
7/15/94	11.0954
10/15/94	9.5948
1/15/95	8.0670
4/15/95	6.5112
7/15/95	4.9272
10/15/95	3.3144
1/15/96	1.6721

**EXHIBIT B to CSLC**

**Assignment Agreement**

Assignment Agreement dated as of May 15, 1982 by and between Itel Corporation debtor and debtor in possession ("Itel") and Union-Tidewater Financial Company, Inc. ("Union-Tidewater").

**RECITALS**

- A. Itel and the City of New Orleans doing business through the Public Belt Railroad Commission for the City of New Orleans as the New Orleans Public Belt Railroad ("NOPB"), have entered into a Lease Agreement dated as of June 17, 1977 which, together with Equipment Schedule No. 8 thereto, provides for, among other things, the Lease to NOPB of 199 fifty foot six inch boxcars (the "199 Boxcars") presently bearing the railroad reporting marks NOPB 4300 - NOPB 4498 (said Lease Agreement, together with all amendments, supplements or riders thereto, insofar solely as they relate to the 199 Boxcars, is hereinafter called the NOPB Lease.)
- B. Itel and Union-Tidewater have executed a Conditional Sales Lease Contract, the term of which commenced April 15, 1977, as amended by Amendment No. 1 and Amendment No. 2 and Agreement (collectively the "CSLC"), pursuant to which Union-Tidewater financed the 199 Boxcars.

Now, therefore, the parties agree as follows:

1. Itel does hereby sell, assign, transfer and set over to Union-Tidewater all of the right, title and interest of Itel in and to the NOPB Lease (insofar solely as it relates to the 199 Boxcars) and Itel does hereby authorize and empower Union-Tidewater, in its own name, to sue for, collect, receive and enforce all payments and other obligations of NOPB under the Lease (insofar solely as it relates to the 199 Boxcars), except that Union-Tidewater shall not take any action until and unless Union-Tidewater has notified Itel that an event of default under the CSLC has occurred and is continuing and that the cure period has elapsed.
2. Itel represents and warrants that the Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Union-Tidewater, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts as Union-Tidewater may reasonably request to give effect to the provisions hereof.

In witness whereof, the parties have caused this instrument to be executed by duly authorized officers.

**Itel Corporation, Rail Division**  
**debtor and debtor in possession**

by \_\_\_\_\_

title \_\_\_\_\_

date \_\_\_\_\_

**Union-Tidewater**  
**Financial Company, Inc.**

by *C. V. Shuttlesworth*

title PRESIDENT

date July 22, 1982



STATE OF CALIFORNIA       )  
                                      )  
COUNTY OF SAN FRANCISCO )       ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared Edward M. O'Dea to me personally known, who being by me duly sworn says that such person is President of Itel Corporation, Rail Division, that the foregoing Assignment Agreement was signed on behalf of said Corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF *Maryland*       )  
                                      )  
COUNTY OF *Baltimore* )       ss:

On this *23rd* day of *July, 1982*, before me personally appeared *C. H. W. Little, Jr.* to me personally known, who being by me duly sworn says that such person is *President* of Union-Tidewater Financial Company, Inc., that the foregoing Assignment Agreement was signed on behalf of said Corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Marion J. Rudell*  
\_\_\_\_\_  
Notary Public

My Commission Expires: *July 1, 1986*

1 ISAAC M. PACHULSKI, a Member of  
2 STUTMAN, TREISTER & GLATT  
3 PROFESSIONAL CORPORATION  
4 Ahmanson Center East  
5 3701 Wilshire Blvd  
6 Los Angeles, California 90010  
7 Telephone: (213) 380-1360

8 Attorneys for Debtor  
9 and Debtor in Possession

10 **UNITED STATES BANKRUPTCY COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 In re	)	Bankruptcy No. 3-81-00111
	)	
13 ITEL CORPORATION,	)	WITHDRAWAL OF CLAIM NOs. 3962
14 a Delaware corporation,	)	& 4330 FILED BY UNION TIDEWATER
	)	FINANCIAL COMPANY, INC.
15 Debtor	)	
	)	

16 COMES NOW Union-Tidewater Financial Company, Inc. (hereinafter referred  
17 to as "Claimant") and hereby withdraws and dismisses the Proof of Claim (a copy  
18 of which is attached hereto) which Claimant has filed herein as Claim No. 3962  
19 for \$24,051.34, and further withdraws and dismisses a duplicate of said Claim filed  
20 as Claim No. 4330, with prejudice.

21 DATED: \_\_\_\_\_, 1982.

22 Union Tidewater Financial Company,  
23 Inc.

24 By \_\_\_\_\_

25 Its \_\_\_\_\_

26 DATED: \_\_\_\_\_, 1982.

27 \_\_\_\_\_  
28 Attorneys for Claimant

29 Itel hereby consents to the above withdrawal of claim.

30 DATED: \_\_\_\_\_, 1982.

31 \_\_\_\_\_

## UNITED STATES BANKRUPTCY COURT

for the Northern District of California

IN RE:

Case No. 3-81-00111

ITEL CORPORATION,  
a Delaware corporation  
Debtor

JUL 28 1981

## PROOF OF CLAIM

OF Union-Tidewater Financial Co., Inc.  
(Name of Claimant)

WALTER T. MONIZ, CLERK  
U. S. BANKRUPTCY COURT

FOR \$84,051.34

☒ Unsecured ☐ Priority ☐ Secured

1. [If claimant is an individual claiming for himself] The undersigned, who is the claimant herein, resides at \*

[If claimant is a partnership claiming through a member] The undersigned, who resides at \*  
\_\_\_\_\_, a partnership,  
is a member of \_\_\_\_\_  
composed of the undersigned and \_\_\_\_\_  
of \* \_\_\_\_\_, and  
doing business at \* \_\_\_\_\_

and is authorized to make this proof of claim on behalf of the partnership.

[If claimant is a corporation through an authorized officer] The undersigned, who resides at \*  
P.O. Box 2373, Baltimore, Maryland 21203

is the President \_\_\_\_\_ of Union-Tidewater Financial Company, Inc.,  
a corporation organized under the laws of Maryland  
and doing business at \* P.O. Box 2373, 207 E. Redwood Street, Baltimore, MD 21203  
and is authorized to make this proof of claim on behalf of the corporation.

[If claim is made by agent] The undersigned, who resides at \* \_\_\_\_\_  
\_\_\_\_\_, is the agent of \_\_\_\_\_  
\_\_\_\_\_, of \* \_\_\_\_\_, and  
is authorized to make this proof of claim on behalf of the claimant.

2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum of \$ 84,051.34 SEE EXHIBIT A

3. The consideration for this debt [or ground of liability] is as follows: \_\_\_\_\_  
loss of three railroad boxcars VSO 6037,6055 and PW 276

4. [If the claim is founded on writing] The writing on which this claim is founded (or a duplicate thereof) is attached hereto [or cannot be attached for the reason set forth in the statement attached hereto].

5. [If appropriate] This claim is founded on an open account, which became [or will become] due on N/A SEE EXHIBIT B, C AND D  
\_\_\_\_\_, as shown by the itemized statement attached hereto. Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for the account or any part of it.

6. No judgment has been rendered on the claim except none

7. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. This claim is not subject to any setoff or counterclaim except none

9. No security interest is held for this claim except none \* SEE REVERSE SIDE

[If security interest in property of the debtor is claimed] The undersigned claims the security interest under the writing referred to in paragraph 4 hereof [or under a separate writing which (or a duplicate of which) is attached hereto, or under a separate writing which cannot be attached hereto for the reason set forth in the statement attached hereto]. Evidence of perfection of such security interest is also attached hereto.

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 9 is sufficient to satisfy the claim. [If priority is claimed, state the amount and basis thereof] none

Dated: 18<sup>TH</sup> July 1981

Signed: \_\_\_\_\_

Eliot P. Hurd

(Print or Type Name)

Title: President

Claimant: Union-Tidewater Financial Co., Inc.

Penalty for Presenting Fraudulent Claim. Fine of not more than \$5,000 or imprisonment for not more than 5 years or both—Title 18, U.S.C., § 152.

\* State post office address.

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EXHIBIT C-1 (2)

\* Union-Tidewater Financial Company, Inc. files this claim as an unsecured creditor in order to protect itself in the event that its position, that Itel was a Trustee of the funds received in payment for the lost rail cars, is not supported by the court.

1 ISAAC M. PACHULSKI, a Member of  
2 STUTMAN, TREISTER & GLATT  
3 PROFESSIONAL CORPORATION  
4 Ahmanson Center East  
5 3701 Wilshire Blvd  
6 Los Angeles, California 90010  
7 Telephone: (213) 380-1360

8 Attorneys for Debtor  
9 and Debtor in Possession

10 **UNITED STATES BANKRUPTCY COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 In re	)	Bankruptcy No. 3-81-00111
	)	
13 ITEL CORPORATION,	)	WITHDRAWAL OF CLAIM NO. 23568
14 a Delaware corporation,	)	FILED BY UNION TIDEWATER
	)	FINANCIAL COMPANY, INC.
15 Debtor	)	
	)	

16 COMES NOW Union-Tidewater Financial Company, Inc. (hereinafter referred  
17 to as "Claimant") and hereby withdraws and dismisses the Proof of Claim (a copy  
18 of which is attached hereto) which Claimant has filed herein as Claim No. 23568  
19 for \$8,481,567.77, with prejudice.

20 DATED: \_\_\_\_\_, 1982.

21 Union Tidewater Financial Company,  
22 Inc.

23 By \_\_\_\_\_

24 Its \_\_\_\_\_

25 DATED: \_\_\_\_\_, 1982.

26 \_\_\_\_\_  
27 Attorneys for Claimant

28 Itel hereby consents to the above withdrawal of claim.

29 DATED: \_\_\_\_\_, 1982.

30 \_\_\_\_\_

## UNITED STATES BANKRUPTCY COURT

for the Northern District of California

IN RE:

**FILED**

Case No. 3-81-00111

ITEL CORPORATION,

a Delaware corporation, FEB 11 1982

**PROOF OF CLAIM**

Debtor

OF ~~Union-Tidewater Financial Co., Inc.~~  
(Name of Claimant)

WALTER T. MONIZ, CLERK FOR \$8,481,567.77

U. S. BANKRUPTCY COURT

[ ] Unsecured [x] Priority [x] Secured

1. ~~If claimant is an individual claiming for himself~~ The undersigned, who is the claimant herein, resides at \*~~If claimant is a partnership claiming through a member~~ The undersigned, who resides at a partnership, is a member of \_\_\_\_\_ composed of the undersigned and \_\_\_\_\_ of \_\_\_\_\_ and doing business at \*

and is authorized to make this proof of claim on behalf of the partnership.

[If claimant is a corporation through an authorized officer] The undersigned, who resides at \* P.O. Box 2373, Baltimore, Maryland 21203

is the President of Union-Tidewater Financial Company, Inc.

a corporation organized under the laws of Maryland

and doing business at \* P.O. Box 2373, 207 E. Redwood Street, Baltimore, Maryland 21203

and is authorized to make this proof of claim on behalf of the corporation.

~~If claim is made by agent~~ The undersigned, who resides at \*

is the agent of \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ and is authorized to make this proof of claim on behalf of the claimant.

2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum of \$8,481,567.77 \*\*

3. The consideration for this debt [or ground of liability] is as follows: ~~LEASE OF BOX CARS~~ to ITEL, ~~Lease No. 23-3-2~~ attached

4. [If the claim is founded on writing] The writing on which this claim is founded (or a duplicate thereof) is attached hereto [or cannot be attached for the reason set forth in the statement attached hereto]. See Attached.

5. [If appropriate] This claim is founded on an open account, which became [or will become] due on \_\_\_\_\_ as shown by the itemized statement attached hereto. Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for the account or any part of it.

6. No judgment has been rendered on the claim except \_\_\_\_\_

7. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. This claim is not subject to any setoff or counterclaim except \_\_\_\_\_

9. No security interest is held for this claim except in boxcars under lease per attached financing statements.

[If security interest in property of the debtor is claimed] The undersigned claims the security interest under the writing referred to in paragraph 4 hereof [or under a separate writing which (or a duplicate of which) is attached hereto, or under a separate writing which cannot be attached hereto for the reason set forth in the statement attached hereto]. Evidence of perfection of such security interest is also attached hereto.

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 9 is sufficient to satisfy the claim. [If priority is claimed, state the amount and basis thereof \$8,481,567.77 is claimed as an Administrative expense of the Debtor in Possession.] pursuant to §507(a)(1).

Dated: 2/8/82

Signed: Thomas B. Howard, Jr.

Thomas B. Howard, Jr.

(Print or Type Name)

Title: Treasurer

Claimant: Union-Tidewater Financial Company, Inc.

Penalty for Presenting Fraudulent Claim. Fine of not more than \$5,000 or imprisonment for not more than 5 years or both—Title 18, U.S.C., § 152.

\* State post office address.

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20,568

EXHIBIT C-2 (2)

**\*\* This claim is filed following the failure of the Debtor to make its regular quarterly lease payments due January 15, 1982. Previously, the Debtor-in-Possession had continuously made the regular quarterly payments on this lease as permitted by an Order in this case dated May 6, 1981, Dkt. No. 386 entered on Debtor's Application for Order Approving Agreement of Debtor-In-Possession to Perform Certain Obligations of Debtor Under Certain Security Agreements, Leases and Conditional Sales Contracts Covering Rail Equipment, Dkt. No. 264.**